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Original Title Page

ELJSA/YMUK SLOT EXCHANGE AGREEMENT

FMC Agreement No.

012278

A Cooperative Working Agreement


ORIGINAL

Expiration Date: None

This Agreement has not been published previously.



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: FULL NAME OF THE AGREEMENT	1
ARTICLE 2: PURPOSE OF THE AGREEMENT	1
ARTICLE 3: PARTIES TO THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT	1
ARTICLE 5: AGREEMENT AUTHORITY	2
ARTICLE 6: AUTHORIZED REPRESENTATIVES	4
ARTICLE 7: MEMBERSHIP AND RESIGNATION	4
ARTICLE 8: VOTING	4
ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT	4
ARTICLE 10: CUSTOMS-TRADE PARTNERSHIPS AGAINST TERRORISM (C-TPAT) ISM CODE	6
ARTICLE 11: COMPLIANCE WITH APPLICABLE LAWS	6
ARTICLE 12: FORCE MAJEURE	7
ARTICLE 13: GOVERNING LAW AND ARBITRATION	7
ARTICLE 14: NON-ASSIGNMENT	8
ARTICLE 15: NOTICES	8
ARTICLE 16: COUNTERPARTS	9
ARTICLE 17: AMENDMENTS	9
ARTICLE 18: NO AGENCY OR PARTNERSHIP	9
SIGNATURE PAGE	10

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of the Agreement is the ELJSA/YMUK Slot Exchange Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to authorize the parties to exchange space on their respective vessel services in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

ELJSA LINE JOINT SERVICE AGREEMENT ("ELJSA")
No. 163, Sec 1, Hsin-Nan Road
Luchu, Taoyuan Hsin 33858
Taiwan

Yang Ming (UK) LTD. (YMUK")
2nd Floor
210 South Street
Romford, Essex, RM1 1TG, U.K.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall cover the transportation of cargo between ports in China, Hong Kong, Taiwan and Singapore on the one hand and ports on the Atlantic Coast of the United States in the Maine to Florida range and vice versa as more fully described in Article 5.4 infra. The foregoing geographic scope is hereinafter referred to as "the Trade".

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Cargo. This Agreement covers containerized cargo.

5.2 Space. (a) YMUK shall provide ELJSA with and guarantee the availability of 768 TEUs on each sailing of its AWE 4 service with a maximum average weight of 9.5 metric tons on a used/not used basis. ELJSA shall provide YMUK with and guarantee the availability of slots for 708 TEUs on each sailing of its AUE services with a maximum average weight of 9.5 metric tons on a used/not used basis and 60 TEUs on each sailing of its NUE2 service with a maximum average weight of 9.5 metric tons on a used/not used basis.

5.3 Vessels. ELJSA shall be providing space to YMUK on 11 vessels on ELJSA's AUE service of approximate capacity of 8,500 TEUs with a maximum average weight of 9.5 metric tons and on ELJSA's NUE2 Service of approximate capacity of 4,250 TEUs with a maximum average weight of 9.5 metric tons.. YMUK shall provide space to ELJSA on YMUK's AWE4 service on 11 vessels of approximate capacity of 5,200-5,500 TEUs with a maximum average weight of 9.5 metric tons.

5.4 Port Rotation. The port rotation:

- a. ELJSA AUE Service – Xiamen, Kaohsiung, Hong Kong, Yantian, Singapore, Suez Canal (transit), New York, Norfolk, Savannah, Suez Canal (transit), Xiamen.
- b. ELJSA NUE2 Service – Qingdao, Shanghai, Ningbo, Panama Canal (transit), New York, Boston, Norfolk, Panama Canal (transit), Qingdao
- c. YMUK AWE4 Service – Ningbo, Shanghai, Singapore, Suez Canal (transit), New York, Norfolk, Savannah, Suez Canal (transit), Singapore, Ningbo.

5.5 The Parties may agree to change the ports, the port sequence, the service names (so long as within the Trade), increase or decrease the vessel sizes by up to fifty percent, and increase or decrease the number of TEUs provided by up to fifty percent without filing an amendment to this Agreement.

5.6 Terminals and Stevedoring. Each Party shall be responsible for entering into agreements with the terminals and stevedores used by the other Party. Each Party shall be responsible for the payment of terminal and stevedoring costs related to the handling and storage of its cargo and containers.

5.7 Marketing and Documentation. The Parties shall solicit and book cargoes subject to this Agreement for their separate accounts and shall issue their own separate bills of lading. This Agreement does not authorize the Parties to establish a common tariff. For each shipment of cargo shipped hereunder, the Party operating the vessel shall be deemed to have issued a bill of lading to the other Party.

5.8 Slots Sales/Subcharters to Third Parties. No Party may subcharter space allocated under this Agreement to any other third-party without the prior written consent of the other Party. In the event that space is subchartered in accordance with the terms hereof, such subcharter shall be without prejudice to Charterer's obligations to the Owner and the Charterers shall be liable to the owner for all liabilities and damages that may result from such subcharter. For purposes of this clause 5.8, "Owner" refers to the Party operating or providing the vessel hereunder and the term "Charterer" refers to the Party utilizing space on the vessel operated or provided by the other Party hereto.

5.9. Further Agreement. The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, joint working procedures, terminal operations, stowage planning, schedule adjustments, record keeping, responsibility for loss or damage, the processing of claims, insurance, liabilities, indemnification,

consequences for delays, and treatment of hazardous and dangerous cargo. Notwithstanding the foregoing, each Party shall bear its own administrative expenses in connection with this Agreement.

ARTICLE 6: AUTHORIZED REPRESENTATIVES

The following persons shall have authority to sign and file this Agreement or any modification to this Agreement, to respond to any requests for information from the FMC and to delegate such authority to other persons:

- a) Any authorized Officer of a Party and
- b) Legal counsel for each Party.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1. New Parties to this Agreement may be added only upon unanimous consent. The addition of any new Party to this Agreement shall be effective after an amendment covering its admission has been filed with the FMC and is effective under the US Shipping Act of 1984, 46 USC 40101 et seq. ("Shipping Act").

7.2. Any Party may withdraw from this agreement in accordance with the provisions of Article 9.

ARTICLE 8: VOTING

Actions under this Agreement or any amendment thereto, shall be by unanimous consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

9.1 This Agreement shall be effective on the date it becomes effective pursuant to the Shipping Act of 1984, as amended.

9.2 This Agreement is valid for a minimum period of 12 months, and may be terminated by either Party on not less than 3 months prior written notice to the other Party;

provided, however, that any such notice shall not be given prior to 9 months after the effective date of the Agreement.

9.3 Notwithstanding Article 9.2, this Agreement may be terminated pursuant to the following provisions:

- i. If, at any time during the term of this Agreement there shall be a change of control of a Party, and the other Party is of the opinion, arrived at in good faith, that such change of control is likely to materially prejudice the cohesion or viability of the Agreement, then the other Party may, within 3 months of becoming aware of such change, give not less than 3 months notice in writing terminating this Agreement.
- ii. If, at any time during the term of this Agreement either Party (the "Affected Party") is dissolved; becomes insolvent or fails to pay its debts as they become due; make a general assignment, arrangement or composition with, or for the benefit of its creditors; has a winding-up order made against it or enters into liquidation whether voluntarily or compulsorily; seeks or becomes the subject of the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets and the other the other Party is of the opinion that such event or occurrence is or may be materially detrimental to the service and/or the execution of this Agreement; or sums that may be owed (other than those that would be considered disputed in good faith) may not be paid or have not been paid in full or that their payment may be delayed, then the other Party may give notice to the Affected Party terminating with immediate effect or suspending for such period as the other Party in its sole discretion deems appropriate, this Agreement or any part thereof.

9.4 Furthermore, should either Party materially alter its service as it exists as of the effective date of this Agreement, the other Party shall have the right to terminate this Agreement immediately upon the effective date of such material alteration.

9.5 By unanimous consent of the Parties.

9.6 Notwithstanding any termination in accordance with this Article 9, each Party retains its right to claim against the other Party for any loss and/or damage caused by or arising out of such termination.

ARTICLE 10: CUSTOMS-TRADE PARTNERSHIPS AGAINST TERRORISM
(C-TPAT)/ISM CODE

10.1 Both parties shall be signatories to the Customs-Trade Partnerships against Terrorism (C-TPAT) and agree to develop and implement a verifiable, documented program to enhance security procedures through its portion of the supply chain process, as described in C-TPAT Agreement.

10.2 During the duration of this Agreement, the Parties shall require that both their vessel(s) and themselves (as defined by the ISM code) shall comply with the requirements of the ISM code. Upon request, the Parties shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the other Party.

ARTICLE 11: COMPLIANCE WITH APPLICABLE LAWS

11.1 The Parties agree to comply with all applicable laws, rules, regulations, directives, orders issued by any authorities having jurisdiction in relation to the services and this Agreement. Any consequence to this Agreement resulting from the non-compliance of a Party with mandatory applicable laws including US federal and state laws and regulations will be borne in full by that Party. A Party in breach of such mandatory applicable US federal and state laws and regulations ("Breaching Party") shall indemnify and hold the other Party harmless to the full extent of any loss, damage, cost, expense and liability, including reasonable attorney's fees and court costs resulting or arising from breach.

Parties warrant that they are not identified on the U.S. Treasury Department's list of specially Designated Nationals and Blocked Persons (the SDN List) and that goods and/or containers transported under this Agreement will not belong to persons on this SDN list or be transported on a vessel owned and/or operated by any party identified on this SDN list.

ARTICLE 12: FORCE MAJEURE

If due to circumstances beyond the control of the Parties hereto, such as but not limited to war, whether declared or not, hostilities or the imminence thereof, act of public enemies, restraint of princes, rulers or people, compliance with any compulsorily applicable law or governmental directive, boycott against flag, strikes, labor unrest, lock outs, acts of terrorism, political ban or other events which render performance of this Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but (subject always to the various provisions for termination of this Agreement) the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. Should this Agreement be wholly suspended for a period exceeding three (3) calendar months from the date of commencement of such suspension, a Party shall have the right to terminate this Agreement on thirty days (30) notice to the other Party

ARTICLE 13: GOVERNING LAW AND ARBITRATION

13.1 The interpretation, construction and enforcement of this Agreement shall be governed by the laws of the State of New York without reference to the laws of New York respecting conflicts of laws, and to the extent applicable, the laws of the United States including the General Maritime Law of the United States.

13.2 All disputes arising out of this Agreement shall be arbitrated in New York in accordance with the rules of the Society of Maritime Arbitrators. For disputes where the total amount claimed by either Party does not exceed US\$100,000, the arbitration shall be conducted in accordance with the shortened arbitration procedure of the Society of Maritime Arbitrators, Inc. ("SMA") and in such events, the matter shall be submitted to a single arbitrator agreeable to both

parties. In the event that the Parties cannot agree on a single arbitrator, the President of the SMA is authorized at the request of either Party to appoint a single arbitrator from the SMA familiar with ocean container shipping. Where the amount claimed by either Party exceeds \$100,000, the arbitration shall be submitted to a panel of three arbitrators familiar with container shipping. One arbitrator is to be appointed by each of the Parties and a third (the Chairman) by the two so chosen. If the arbitrators appointed by the Parties cannot agree on the appointment of a Chairman, the President of the Society of Maritime Arbitrators shall appoint the Chairman who shall be familiar with container shipping. The decision of the arbitrators, or any two of them, shall be final and for purposes of enforcing any award, may be enforced in a Court of competent jurisdiction.

ARTICLE 14: NON-ASSIGNMENT

Neither Party shall be entitled to assign or transfer its rights or obligations under this Agreement, without the other Party's written consent.

ARTICLE 15: NOTICES

Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by email confirmed by courier or registered mail, to the following addresses:

YMUK:

YANG MING (UK) LTD.
("YMUK")
271 Ming De 1st Road
Chidu
Keelung 20646, Taiwan (R.O.C.)
Attn: Manager, Liner Business European
& American Development Team
E-Mail: plea@yangming.com

ELJSA:

ELJSA Line
No.163 SEC 1, Hsin-Nan Rd.
Luchu, Taoyuan Hsien, 338
Taiwan
Attn:
Email: petertseng@tw.evergreen-line.com

ARTICLE 16: COUNTERPARTS

This Agreement may be signed in one or more counterparts.

ARTICLE 17: AMENDMENTS

Any modification or amendment of this Agreement must be in writing and signed by both Parties.

ARTICLE 18: NO AGENCY OR PARTNERSHIP

Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. Nor shall, unless otherwise agreed, and for the purpose of this Agreement and any matters or things done or not done under or in connection with this Agreement, neither Party hereto be deemed the agent of the other.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 6 day of May, 2014.

YANG MING (UK) LTD. (YMUK)

EVERGREEN LINE JOINT
SERVICE AGREEMENT

By: Robert B. Yoshitomi

By: _____

Name: Robert B. Yoshitomi

Name: Paul M. Keane

Title: Legal counsel

Title: Attorney-in-fact

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 6 day of May, 2014.

YANG MING (UK) LTD.

EVERGREEN LINE JOINT
SERVICE AGREEMENT

By: _____

By: Paul M. Keane

Name: Robert B. Yoshitomi

Name: Paul M. Keane

Title: Legal Counsel

Title: Attorney-in-fact